

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA  
DIVISION

Case No:

CLARENCE MADDOX  
CLERK, USDC / SDFL / MIA

UNITED STATES OF AMERICA

Plaintiff

vs.

RAFAEL O. ALPIZAR

Defendant

00-6031

CIV - GOLD

COMPLAINT

The United States of America, acting herein by THOMAS E. SCOTT, United States Attorney for the Southern District of Florida, alleges as follows:

1. This action is brought by the United States of America, with jurisdiction provided by 28 U.S.C. § 1345.

2. The defendant is a resident of the Southern District of Florida.

**Claim I**

3. The defendant is indebted to the plaintiff in the principal amount of \$3449.42, plus interest on this principal amount computed at the rate of 9.13 percent per annum in the amount of \$2075.92, plus interest thereafter on this principal from January 5, 2000 until the date of judgment, plus administrative fees, costs, and penalties in the amount of \$8.28. See Exhibit A attached hereto and incorporated herein.

**Claim II**

4. The defendant is indebted to the plaintiff in the principal amount of \$2026.13, plus interest on this principal amount computed at the rate of 10.00 percent per annum in the amount

of \$1365.61, plus interest thereafter on this principal from January 5, 2000 until the date of judgment, plus administrative fees, costs, and penalties in the amount of \$0.00. See Exhibit B attached hereto and incorporated herein.

5. Demand has been made upon the defendant by plaintiff for the sum due, but the amount due remains unpaid.

WHEREFORE, plaintiff prays judgment against the defendant for the total of \$8925.36, plus interest at 9.13 percent per annum on the principal amount of \$3449.42, and interest at 10.00 percent per annum on the principal amount of \$2026.13, from January 5, 2000 to the date of judgment, plus costs. Plaintiff further demands, pursuant to 28 U.S.C. § 1961, that interest on the judgment be at the legal rate until paid in full.

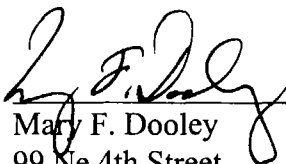
Notice is hereby given to the defendant that the plaintiff intends to seek satisfaction of any judgment rendered in its favor in this action from any debt accruing.

Dated at Miami, Florida on this 6 day of JANUARY, 2000.

Respectfully submitted,

Thomas E. Scott  
United States Attorney

By:



Mary F. Dooley  
99 Ne 4th Street  
3rd Floor  
Miami, FL 33132-2111  
Tel No. 3059619311  
Fax No. 3055307195

**U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA**

Rafael O. Alpizar  
18920 NW 19<sup>th</sup> St.  
Pembroke Pines, Fl. 33029

SSN: 266-83-8619

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 01/28/99.

On or about 05/27/89, the borrower executed promissory note(s) to secure loan(s) of \$4,000.00 from Meritor Savings Bank at 9.13 percent interest per annum. This loan obligation was guaranteed by Pennsylvania Higher Education Assistance Agency and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 CFR. Part 682). The holder demanded payment according to the terms of the note(s), and credited \$675.25 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on 12/10/91, and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$3,533.34 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 08/29/95, assigned its right and title to the loan(s) to the Department.

Since assignment of the loan, the Department has received a total of \$19.32 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the borrower now owes the United States the following:

Principal:	\$3,449.42
Interest:	\$1,780.94
Administrative/Collection Costs:	\$8.28
Late fees	\$0.00
Total debt as of 01/28/99:	\$5,238.64

Interest accrues on the principal shown here at the rate of \$0.86 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 2/2/99 Name: Rafael O. Alpizar  
Title: LOAN ANALYST  
Branch: LITIGATION BRANCH



## PLUS/SLS PROGRAMS

## PROMISSORY NOTE

Lender Loan Number \_\_\_\_\_

Date 02-10 1991

7 0 1 9 7 1 5 4 7

FEDERAL LAW REQUIRES ALL SLS LOAN CHECKS FOR STUDENT BORROWERS TO BE MAILED TO THE SCHOOL.

BORROWER'S NAME AND ADDRESS<sup>3</sup>

2 LENDER'S NAME AND ADDRESS

RAFAEL O. ALDIZAR  
739 SW 9 ST  
APT 9  
MIAMI, FL 33130

HERITOR SAVINGS BANK #44801  
HICKORY POINTE OFF BLD  
SUITE 301  
PLYMOUTH MEETH, PA 19462

TOTAL LOAN BORROWINGS: \$ PLUS/SLS 4,000.00 + \$ GSI 0 = \$ TOTAL 4,000.00

## LOAN GUARANTY

A loan guaranty is approved as follows by the Pennsylvania Higher Education Assistance Agency (PHEAA) for the borrower(s) referenced herein:

## GUARANTY INFORMATION

GUARANTY AMOUNT: \$ 4,000  
APPROVAL DATE: 02/10/89  
TYPE OF BORROWER: INDEPENDENT UNDERGRAD  
BORROWER'S SSN: 266-83-8619  
BORROWER REQUESTED DEFERMENT: NO  
FILE NUMBER: P890034-76  
STUDENT'S NAME: RAFAEL O. ALDIZAR  
STUDENT'S SSN: 266-83-8619  
LOAN TERM: 01/09/89 THRU 08/27/89  
EXPECTED GRADUATION DATE: 08/89  
FIRST-TIME APPLICATION  
INTEREST RATE: VARIABLE BUT NOT MORE  
THAN 12%. RATE IN EFFECT UNTIL  
7/89 IS 10.45%

## SCHOOL INFORMATION

SCHOOL NAME AND ADDRESS:  
GARCES COMMERCIAL COLLEGE 187044  
1301 SW FIRST STREET  
MIAMI, FL 33135  
04A-A ENROLLMENT STATUS:  
FULL TIME  
04B-A STUDENT'S PROGRESS:  
SATISFACTORY  
05A-A GRADE LEVEL: 1ST YR UNDERGRAD  
05B-A DEPENDENCY STATUS: INDEPENDENT  
06-A EDUCATIONAL COSTS: \$11,724  
07A-A FINANCIAL AID: \$ 4,825  
08 - COSTS LESS AID: \$ 6,899  
09 -A LOAN DEFAULT/GRANT REFUND: NO  
10 - REMAINING ELIGIBILITY:  
11 -A SCHOOL CERTIFICATION DATE:  
01/18/89

With the Agency's approval herein contained and upon your making such loan, the repayment thereof will be guaranteed by this Agency in accordance with the terms of the Loan Guaranty Agreement between the Agency and your lending institution.



Kenneth R. Reehor  
EXECUTIVE DIRECTOR

I. **Promise To Pay:** I/We, the undersigned borrower(s), for value received, promise to pay to the Lender or to a subsequent holder of this Promissory Note all of the principal sum of \$ 4,000.00 to the extent it is advanced to me/us, plus an amount equivalent to simple interest on this sum at a variable rate not to exceed 12 percent per year. The interest rate will be determined annually and will be effective for July 1 through June 30 of each year. The interest rate for any 12 month period will be the rate published for that period by the U.S. Department of Education for variable rate PLUS/SLS loans. I/We also promise to pay the Lender any other charges which may become due as provided in Section V. The Lender will notify me annually of the interest rate which will apply to the loan for each July 1 through June 30 period. If I/we fail to pay any of these amounts when they are due, I/we will also pay all charges and other costs including attorney's fees and court costs, that are permitted by Federal law and regulations for the collection of these amounts.

I/We understand that the following terms apply to this loan (Sections VII and XII do not apply to any co-signer or endorser of this Note):

II. **INSURANCE PREMIUM:** I/We will pay to the Lender an amount equal to the insurance premium that the Lender is required to pay to PHEAA in order to obtain PHEAA's guarantee on this loan. The rate and amount of the insurance premium will be identified to me/us in a separate document, known as a Disclosure Statement, that the Lender will provide me/us upon disbursement of this loan. The Lender will deduct the premium proportionately from each disbursement of principal on this loan.

III. **REFINANCING FEE:** If this loan is made by the current holder of loan(s) being refinanced in order to obtain a variable interest rate, I/we will pay a refinancing fee, if required, to do so, not to exceed \$100 to cover the administrative costs of reissuing such loan(s). I/We will pay any applicable refinancing fee separately and in advance to the Lender.

IV. **PREPAYMENT:** I/We may, at my/our option and without penalty, prepay all or any part of the principal or accrued interest of this loan at any time. If I do so, I/we will be entitled to a rebate of any unearned interest that I/we have paid.

I/We hereby acknowledge that I/we have read both sides of this Note, and I/we have raised any questions if not understood.

(SEAL)

RAFAEL O. ALDIZAR

5-27-8

Signature of Borrower

Typed or Printed Name

Date

(SEAL)

Melania Aldizar

5-27-8

Signature of Co-signer or Endorser

Typed or Printed Name

Date

**U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA**

Rafael O. Alpizar  
18920 NW 19<sup>th</sup> St.  
Pembroke Pines, Fl. 33029

SSN: 266-83-8619

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 01/28/99.

On or about 03/09/89, the borrower executed promissory note(s) to secure loan(s) of \$2,625.00 from Meritor Savings Bank at 10.00 percent interest per annum. This loan obligation was guaranteed by Pennsylvania Higher Education Assistance Agency and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 CFR. Part 682). The holder demanded payment according to the terms of the note(s), and credited \$32.93 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on 04/20/90, and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$2,764.22 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 08/29/95, assigned its right and title to the loan(s) to the Department.

Since assignment of the loan, the Department has received a total of \$11.68 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the borrower now owes the United States the following:

Principal:	\$2,026.13
Interest:	\$1,175.90
Administrative/Collection Costs:	\$0.00
Late fees	\$0.00
Total debt as of 01/28/99:	\$3,202.03

Interest accrues on the principal shown here at the rate of \$0.56 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 2/3/99

Name: Joan Lopez  
Title: LOAN ANALYST  
Branch: LITIGATION BRANCH



GUARANTEED STUDENT LOAN PROGRAM  
PROMISSORY NOTE WITH DISCLOSURE

Lender Loan No. \_\_\_\_\_

02-27, 19 1

7 0 1 7 5 0 0 1 2

**BORROWER:**  
RAPAEL O. ALPIZAR  
739 SW 9 ST  
APT 9  
MIAMI, FL 33130

**LENDER:** M44801  
MERITOR SAVINGS BANK  
P.O. BOX 8116  
HARRISBURG, PA 17105

**LOAN GUARANTY**

A loan guaranty is approved as follows by the Pennsylvania Higher Education Assistance Agency (PHEAA) for the borrower referenced herein:

**GUARANTY INFORMATION**

SSN : 266-83-8619  
FILE #: 890132-23  
GUARANTY AMOUNT: \$2625  
GUARANTY DATE: 02/27/89  
LOAN TERM: 01/09/89 TO 08/27/89  
EXPECTED GRADUATION DATE: 08/89  
FIRST-TIME APPLICATION  
ELIGIBLE FOR INTEREST SUBSIDY  
PRIOR LOANS SOLD TO SLHA: NO  
AMOUNT OF GSL'S OUTSTANDING  
THROUGH OTHER LENDERS: \$0.00

**SCHOOL INFORMATION**

SCHOOL NAME AND ADDRESS - 187044  
GARCES COMMERCIAL COLLEGE  
1301 SW FIRST STREET  
MIAMI, FL 33135

04A -A ENROLLMENT STATUS: FULL TIME  
04B -A STUDENT'S PROGRESS: YES  
05A -A GRADE LEVEL: 1ST YR UNDERGRAD  
05B -A DEPENDENCY STATUS: INDEPENDENT  
06 -A EDUCATIONAL COSTS: \$11724  
07A -A FINANCIAL AID: \$6200  
07B -A EXPECTED FAMILY CONTRIB: \$ 0  
08 -A COST LESS AID LESS EFC: \$5524  
09 -A LOAN DEFAULT/GRANT REFUND: NO  
10B -A REMAINING ELIGIBILITY: N/A  
11 -A SCHOOL CERT. DATE: 01/13/89

With the Agency's approval herein contained and upon making such loan, the repayment thereof will be guaranteed by this Agency in accordance with the terms of the Loan Guaranty Agreement between the Agency and your lending institution.

*Kenneth R. Reesher* Kenneth R. Reesher  
EXECUTIVE DIRECTOR

**AMOUNT DISBURSED**

Estimated Date of Disbursement:	First or Entire Disbursement	Second Disbursement	Totals
	03/13/89		
Loan Amount	\$ 2625.00	\$	
LESS: Insurance Premium	\$ .00	\$	
LESS: Origination Fee	\$ 131.25	\$	
EQUALS:			
Amount of Loan Check	\$ 2493.75	\$	

Total Loan Borrowings: GSL - \$2,625.00  
PLUS/SLS - \$4,000.00  
CONSOLIDATION - \$0.00

**TOTAL - \$6,625.00**

The total amount listed includes the amount of this loan but does not include any amount you owe under the Perkins (NDSL) Loan Program or the Health Education Assistance Loan Program. It also does not include GSL borrowings from another lender if the loans were guaranteed by a guarantor other than PHEAA.

Interest Rate: 8% UNTIL END OF 4TH YEAR  
OF REPAYMENT, 10% THEREAFTER  
Insurance Premium: 0.0% Origination Fee: 5.0%

**I PROMISE TO PAY:**

I, the undersigned (the borrower), for value received, promise to pay to the order of the Lender or to a subsequent holder of this Promissory Note all of the principal sum of: \$ 2625 to the extent it is advanced to me, plus interest as set forth in Paragraph II, and any other charges which may become due as provided in Paragraph V. If I fail to pay any of these amounts when they are due, I will also pay all charges and other costs, including attorney's fees and court costs, that are permitted by Federal law and regulations for the collection of these amounts.

I hereby acknowledge that I have read both sides of this Note, including the disclosures, and I have raised any questions if not understood.

Signature of Borrower

(SEAL)

Typed or Printed Name

Date

739 SW 9 ST #9 MIAMI

FI

3/9, 2312



**II. INTEREST:** (1) I agree to pay an amount equivalent to simple interest [as specified in (a)] on the unpaid principal balance from the date of disbursement until the entire principal sum and accrued interest are paid in full. (2) However, the U.S. Secretary of Education (Secretary) will pay the interest that accrues on this loan prior to the repayment period and during any deferment, if it is determined that I qualify to have such payments made on my behalf under the regulations governing the Guaranteed Student Loan Program (GSLP). In the event that the interest on this loan is payable by the Secretary, neither the Lender nor other holder of this Note may attempt to collect the interest from me. I may, however, choose to pay this interest myself. (3) Once the repayment period begins I will be responsible for payment of all interest that accrues on this loan, except that if the interest accruing on this loan prior to the repayment period was payable by the Secretary, the Secretary will pay the interest that accrues during any period described under Deferment, Paragraph VIII, in this Note. (4) The interest rate will be determined according to the following: (a) If I have an outstanding Guaranteed Student Loan(s) (GSL) on the date I sign this Note, the applicable interest rate will be the same as the applicable interest rate on the outstanding GSL's. (b) If I am borrowing for a period of enrollment which begins before July 1, 1988, and I have no outstanding GSL's, the applicable interest rate on this loan will be 8%. (c) If I am borrowing for a period of enrollment which begins on or after July 1, 1988, and I have no outstanding balance on any PLUS, or Supplemental Loans for Students (SLS) made for enrollment period(s) beginning before that date or on any Consolidation loans(s) which repaid loans made for enrollment period(s) beginning before that date, the applicable interest rate on this loan will be 8%. (d) If I am borrowing for a period of enrollment which begins on or after July 1, 1988, and I have no outstanding balance on any GSL, PLUS, or SLS loan(s) made for enrollment period(s) beginning before that date or on any Consolidation loan(s) which repaid loans made for enrollment period(s) beginning before that date, the applicable interest rate on this loan will be 8% until the end of the fourth year of my repayment period and will be 10% beginning with the fifth year of my repayment period. (5) The applicable interest rate (a) until the end of the fourth year of my repayment period, and (b) beginning with the fifth year of my repayment period, will be identified in the Amount Disbursed Section. (6) I may also receive rebates of interest, if required by the Higher Education Act of 1965, as amended, when the applicable interest rate is 10%. (7) The Lender or other holder of this Note may add accrued unpaid interest to the unpaid principal balance (capitalization) of this loan in accordance with PHEAA's policies.

**III. DATE NOTE COMES DUE:** I will repay this loan: (1) in periodic installments during a repayment period that will begin no later than the end of my grace period; (2) in full immediately if I fail to enroll in and attend the school which certified my application for the academic period intended (this loan will not be eligible for a grace period). My grace period is that period of time which begins when either I leave school or stop carrying at least one-half the normal full-time academic work load required by a school approved by the U.S. Secretary of Education for participation in the GSLP. If I have obtained a loan on which the interest rate is more than 7 percent per annum, I am entitled to a grace period of 6 months. If at any time I cease at least half-time attendance at a participating school for 6 consecutive months, I will have used my grace period; if I have obtained a loan on which the interest rate is 7 percent, I am entitled to a grace period of not less than 9 months, and not more than 12 months. If at any time I cease at least half-time attendance at a participating school for 9 to 12 consecutive months, I will have used my grace period. During the grace period, I may request in writing that the grace period be shortened and the repayment period begin earlier.

**IV. ORIGINATION FEE AND INSURANCE PREMIUM:** I will pay to the Lender an origination fee not to exceed the percentage of the loan amount that is authorized by Federal law. I will also pay the Lender an amount equal to the insurance premium that the Lender is required to pay to PHEAA for the guarantee of this loan. The Lender will deduct the origination fee and the insurance premium proportionately from each disbursement of principal of this loan. I am entitled to a refund of the origination fee and insurance premium paid in respect to this Note, if I pay back this Note in full within 120 days of disbursement or I return the uncashed loan check to the Lender. The amount of the origination fee and insurance premium will be disclosed to me in the Amount Disbursed Section.

**V. LATE CHARGES AND COLLECTION COSTS:** I agree to pay the following amounts if delinquent in making payments when due or if this Note is declared in default:

- (1) A late charge not to exceed 6 cents for each dollar of any installment payment not received by the Lender within 10 days after it is due, unless documentation is provided of eligibility to have the payment deferred as described under Paragraph VIII in this Note.
- (2) Reasonable collection costs incurred by the Lender in attempting to collect any overdue amount. These costs may include attorney's fees, court costs, and costs of telegrams and long-distance telephone calls.

Collection costs which do not exceed 25 percent of the unpaid principal and accrued interest if this loan is referred for collection to an agency that is subject to the Fair Debt Collection Practices Act.

**VI. PREPAYMENT:** I may, at my option and without penalty, prepay all or any part of the principal or accrued interest of this loan at any time. If I do so, I will be entitled to a rebate of any unearned interest I have paid.

**VII. REPAYMENT:** The particular terms and conditions of repayment that apply to this loan will be set forth in a separate document, known as a repayment disclosure (PHEAA Form 500R), that the Lender will provide to me normally just before the repayment period begins.

I agree to repay this loan over a repayment period that generally lasts at least 5 years but not more than 10 years to commence at the expiration of the grace period. However, during the grace period, I request in writing a repayment period shorter than 5 years, the Lender may grant me a shorter period. I may later choose to have the repayment period extended to 5 years. The Lender may require a repayment period shorter than 5 years if this is necessary to ensure that during each year of the repayment period I (we, if both my spouse and I have GSLP or PLUS/SLS program loans outstanding) pay toward principal and interest at least \$600 or the unpaid balance (plus interest), whichever is less, of the total amount owing to all holders of my (but) GSLP and PLUS/SLS loans. Any period described under Paragraph VIII in this Note or any period for which the Lender has granted forbearance will not be included in determining the 5- and 10-year periods mentioned above. The terms for repayment set forth in this paragraph are not applicable after the Note has been declared in default. Acceptance by the Lender of any delinquent payments shall not extend the time of payment for any amount remaining unpaid and shall not constitute a waiver of any of the Lender's other rights as set forth in this Note.

**VIII. DEFERMENT:** I am entitled to deferments authorized under the Higher Education Act of 1965, as amended, and its regulations. In order to receive a deferment, I must request the deferment and provide the Lender with all documentation required to establish my eligibility. I understand that I must notify the Lender when the condition entitling me to the deferment no longer exists. My eligibility for a deferment will be determined by the information contained in my GSL application booklet which I have received.

**IX. FORBEARANCE:** Should I experience financial difficulties in meeting the repayment schedule, I may request and the Lender may grant me a short period during which no payments must be made, a longer period of time in which to complete repayment, or payment of smaller monthly installments than originally agreed upon.

**X. REPAYMENT BY DEPARTMENT OF DEFENSE:** Under certain conditions, military personnel may have their loans repaid by the U.S. Secretary of Defense, in accordance with Section 902 of the Department of Defense Authorization Act, 1981 (P.L. 96-342, 10 U.S.C. 2141, note). Questions concerning the program should be addressed to the local Service recruiter. The program described is a recruiting program and does not pertain to prior service individuals or those not eligible for enlistment in the Armed Forces.

**XI. TRANSFER OF NOTE:** This Note may be transferred to a holder other than the Lender. Such transfer shall not affect the rights and responsibilities of the parties as set forth herein. This Note is not intended to be a negotiable instrument, and a subsequent holder of this Note cannot be a holder in due course. The Lender will notify me of any such transfer in writing.

**XII. CANCELLATION:** The obligation to repay the loan evidenced by this Note shall be cancelled: (1) upon submission to the Lender of documentation of my death; (2) upon the acceptance by PHEAA of the statement of a qualified physician verifying my total and permanent disability; or (3) upon submission to PHEAA of proof that the obligation has been discharged in bankruptcy.

**XIII. DEFAULT:** "Default" means the failure of a borrower to make an installment payment when due, or to meet other terms of the promissory note under circumstances where the U.S. Secretary of Education or PHEAA finds it reasonable to conclude that the borrower no longer intends to honor the obligation to repay, provided that this failure persists for 180 days for a loan repayable in monthly installments or 240 days for a loan repayable in less frequent installments. If default on this loan: (1) the Lender may declare the entire unpaid amount of the loan, including interest, immediately due and payable; (2) the Lender, holder, or PHEAA may disclose to schools I have attended (or am currently attending) information about the default; (3) I will be ineligible to receive assistance from any of the following Federal programs: Pell Grant, Supplemental Educational Opportunity Grant, College Work-Study, State Student Incentive Grant, Byrd Scholarship, Perkins Loan (formerly called NDSL), Guaranteed Student Loan, SLS Loan, PLUS Loan, Income Contingent Loan, or Consolidation Loan; and (4) I will be ineligible for future Federal loans described in Paragraphs I and II of this Note.

**XIV. CREDIT BUREAU NOTIFICATION:** Information concerning the amount of this loan and its repayment will be reported to one or more credit bureau organizations. If I default on this loan, the Lender, holder, or PHEAA will also report the default to credit bureau organizations. This may significantly affect my ability to obtain other credit. The Lender, holder, or PHEAA must notify me at least 30 days in advance that information about the default will be disclosed to credit bureau organizations unless I enter into repayment on the loan within 30 days. The Lender must provide a timely response to a request from any credit bureau organization regarding objections I might raise with that organization about the accuracy and completeness of information reported about me without recourse or warranty.

**XV. GENERAL:** (1) I agree to use all of the proceeds of the loan evidenced by this Note solely for tuition and other reasonable expenses incurred by me in attending the school for which I have obtained this loan. I further agree to observe and comply with all rules and regulations adopted by PHEAA relating to the GSLP and advise PHEAA and the Lender promptly in writing of any changes in my name, address, school enrollment, or term of study status. (2) I hereby authorize the Lender to make disbursements by check payable jointly to me and the school where I am enrolled, and to obtain information concerning my enrollment status and address from the school where I am enrolled. The loan check will require my endorsement and the Lender will mail the check to the school unless I am attending a school not located in the United States. (3) I acknowledge that pursuant to the Act of August 7, 1963, P.L. 549 I am legally obligated to pay this Note even though I may be less than 18 years of age.

# CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

## I. (a) PLAINTIFFS

UNITED STATES of AMERICA

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF (EXCEPT IN U.S. PLAINTIFF CASES)

B. Broward 0:00cv6031/ASG  
(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)  
THOMAS E. SCOTT, U.S. ATTORNEY (305) 961-9377  
99 NE 4TH ST., SUITE 300, MIAMI, FL 33132-2111

## DEFENDANTS

RAFAEL O. ALPIZAR

CLARENCE MADDIX  
(IN U.S. PLAINTIFF CASES ONLY) / SDF/LMA  
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

ATTORNEYS (IF KNOWN)

MAGISTRATE JUDGE  
SIMONTON

(d) CIRCLE COUNTY WHERE ACTION AROSE: DADE MONROE BROWARD PALM BEACH MARTIN ST. LUCIE INDIAN RIVER OKEECHOBEE HIGHLANDS

## II. BASIS OF JURISDICTION

(PLACE AN "X" IN ONE BOX ONLY)

- ☒ 1 U.S. Government Plaintiff  
☐ 2 U.S. Government Defendant  
☐ 3 Federal Question (U.S. Government Not a Party)  
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES

(For Diversity Cases Only)

(PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

## IV. ORIGIN

(PLACE AN "X" IN ONE BOX ONLY)

- ☒ 1 Original Proceeding  
☐ 2 Removed from State Court  
☐ 3 Remanded from Appellate Court  
☐ 4 Reinstated or Reopened  
☐ 5 Transferred from another district (specify)  
☐ 6 Multidistrict Litigation  
☐ 7 Appeal to District Judge from Magistrate Judgment

## V. NATURE OF SUIT

(PLACE AN "X" IN ONE BOX ONLY)

A CONTRACT	A TORTS	FORFEITURE/PENALTY	A BANKRUPTCY	A OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input checked="" type="checkbox"/> 152 Recovery of Defaulted Student Loans Excl. Veterans. <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <b>PERSONAL INJURY - Med. Malpractice</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>A PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>B SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA - 1395ff. <input type="checkbox"/> 862 Black Lung 1922 <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSD Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 881 Agricultural Acts <input type="checkbox"/> 882 Economic Stabilization Act <input type="checkbox"/> 883 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 990 Other Statutory Actions A OR B
<b>A REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>A CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 446 Other Civil Rights <b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <b>HABEAS CORPUS:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor Mgmt. Relations <input type="checkbox"/> 730 Labor Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7809	

## VI. CAUSE OF ACTION

(CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE)

RECOVERY OF FUNDS EXPENDED BY PLAINTIFF AS GUARANTOR OF A DEFAULTED FEDERALLY INSURED STUDENT

LOAN 34CFR 682.100(4) (d)

LENGTH OF TRIAL

via 1 days estimated (for both sides to try entire case)

## VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$ 8,925.36

+ interest & costs

CHECK YES only if demanded in complaint

JURY DEMAND: ☐ YES ☒ NO

## VIII. RELATED CASE(S) (See instructions): IF ANY

JUDGE

DOCKET NUMBER

DATE 1/6/00 SIGNATURE OF ATTORNEY OF RECORD

MARY F. DOOLEY, AUSA

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG JUDGE